BILL NO. S-85-08-18

SPECIAL ORDINANCE NO. S- 158-85

AN ORDINANCE approving Contract for Res. #6019-85, Beacon Street Improvement, by the City of Fort Wayne by and through its Board of Public Works and Safety and Dailey Asphalt Products Co., Inc.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. The annexed Contract for Res. #6019-85, Beacon Street Improvement, by the City of Fort Wayne by and through its Board of Public Works and Safety and Dailey Asphalt Products Co., Inc., is hereby ratified, and affirmed and approved in all respects. The work under said Contract requires:

Contract for Res. #6019-85, Beacon Street Improvement is to improve Beacon Street from Lake Avenue to State Boulevard as follows:

(a) 27 ft. back to back pavement;

(b) Storm drainage;

(c) Driveway approaches;

(d) Partial sidewalk improvement.

NOTE: Sidewalk Improvement locations as follows: Beacon Street - East side - from Forest Avenue to Lake Avenue;

the Contract price is Two Hundred Seventy-Six Thousand Four Hundred Forty-Five and No/100 Dollars ($276,445.00).

SECTION 2. Prior Approval was received from Council with respect to this Contract on July 16, 1985. Two (2) copies of the Contract attached hereto are on file with the City Clerk, and are available for public inspection.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Redd, seconded by Ensley, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ___.M.,E.

DATE: 8-13-85

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Talarico, seconded by Stier, and duly adopted, placed on its passage. PASSED ~~(LOST)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9				
BRADBURY	✓				
BURNS	✓				
EISBART	✓				
GiaQUINTA	✓				
HENRY	✓				
REDD	✓				
SCHMIDT	✓				
STIER	✓				
TALARICO	✓				

DATE: 8-27-85

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ ~~(APPROPRIATION)~~ ~~(GENERAL)~~ (SPECIAL) (~~ZONING MAP~~) ORDINANCE (~~RESOLUTION~~) NO. S-158-85 on the 27th day of August, 19 85,

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL)

Mark E. GiaQuinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of August, 19 85, at the hour of 11:30 o'clock A.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 29th day of August 19 85, at the hour of 8:30 o'clock A.M.,E.S.T.

WIN MOSES, JR., MAYOR

INVITATION FOR BIDS/AWARD OF CONTRACT*

75-71-31

(Non-Federally Assisted Construction)

7/31/85

PROJECT: BEACON STREET RESOLUTION # 6019-85

CONTENTS

SUCCESSFUL BID

Check if contained	Pages	
X	1	Cover Sheet
X	I1 - I9	Instruction to Bidders
X	S1	Schedule
X		Schedule of Items (Itemized Proposal)
X	GP1 - GP7	General Provisions
X		Special Conditions
X		Plans and Specifications
		Drawings
X		Improvement Resolution
X		Notice to Bidders

ATTACHMENTS

X		Non-Collusion Affidavit
X		Bidder's Bond
X		Performance Bond
X		Sworn Experience Questionnaire
X		Plan and Equipment Questionnaire
X		Contractor Financial Statement 96-A
X		Certificate in Lieu of Financial Statement
X		Prevailing Wage Scale - State of Indiana
		Payment Bond
		Warranty Bond
X		Barricade Information

Discount for prompt payment	10 Calendar Days	20 Calendar Days	30 Calendar Days	Other
	0 %	0 %	0 %	0 %

Acknowledgement of Amendments (See General Provisions Clause)	Amendment No.	Date	Amendment No.	Date

* * * * * * * * * *

BID SUMITTED

Contractor DAILEY ASPHALT PRODUCTS CO., INC.

By L W Dailey Jr

Its L. W. DAILEY, JR. PRESIDENT

Offer Date 7-10-85

Bidder agrees to keep bid open for acceptance for _____ (90 days unless otherwise specified)

Compliance: C. Bailey

ACCEPTANCE OF BID/AWARD OF CONTRACT

City of Fort Wayne
Board of Public Works and Safety

Bette R. [illegible]

[illegible]

City of Fort Wayne
Mayor [illegible]

Award Date _____

O.C. 12/84
B.O.W. Non-Fed. *Note: Award will be made on this form

SCHEDULE

Board of Public Works and Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the following project:
RESOLUTION NO. 6019-85 BEACON STREET from Lake Ave. to State Blvd.

All work will be performed in accordance with: Resolution # 6019-85, the IFB, this contract and the applicable plans, specifications, and drawings for a **TOTAL PRICE of** $~~270,445.00~~. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after The Board issues a written notice to proceed. All work shall be completed within 10/31/85 days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

[X] Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X".) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before 10/31/85 days after issuance of the notice to proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of $ 250.00 per day for each and every day after 10/31/85 days after issuance of the notice to proceed that the project remains uncompleted. The parties agree that the sum of $ 250.00 per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

The MBE/WBE firm (cross out inapplicable provision) shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____%. (cross out inapplicable provision)

C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1. Metropolitan		conc.
2.		
3.		

D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1. STATE WIDE		TRUCKING
2.		
3.		

E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons:_____
_____
_____
_____

2. We have taken the following steps in an attempt to comply with these participation goals:_____
_____
_____
(attach additional sheets as necessary)

Contractor DAILEY ASPHALT PRODUCTS CO., INC. Contractor _____

By L W Dailey Jr. By _____

Its L. W. DAILEY, JR. PRESIDENT Its _____

14. Minority/Female Hourly Employment Requirements. The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____
_____
_____
_____.

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure:

_____

_____

_____

_____.

(attach additional sheets if necessary)

Contractor DAILEY ASPHALT PRODUCTS CO., INC.

By _____

Its C. W. DAILEY, JR. PRESIDENT

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (~~will~~/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ___ day of _____, 19__, commencing at ___ o'clock __.M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

NON-COLLUSION AFFIDAVIT

The Bidder, by its officers and L. W. DAILEY, JR.

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder of bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

L. W. DAILEY, JR. PRESIDENT

L W Dailey Jr

Subscribed and sworn to before me by L. W. DAILEY, JR.
this 10 day of July, 19 85.

My Commission Expires:

4-20-86

David M Newell

Notary Public DAVID M. NEWELL
Resident of Wells County, IN

Subscribed and sworn to before me by _____
this _____ day of _____, 19_____.

My Commission Expires:

_____

_____
Notary Public
Resident of _____ County, IN

Subscribed and sworn to before me by _____
this _____ day of _____, 19_____.

My Commission Expires:

_____

_____
Notary Public
Resident of _____ County, IN

Contract No.

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, E. W. DAILEY, JR. (name), the PRESIDENT (position) of DAILEY ASPHALT PRODUCTS CO., INC. (company)

hereby certify:

(1) That the Financial Statement of said company, dated the 31 day of July, 1984, now on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof;

(2) That I am familiar with the books of said company showing its financial condition and am authorized to make this certificate on its behalf.

Dated: 7-10-85

E. W. DAILEY, JR. (signature)

SUBSCRIBED AND SWORN TO before me, a Notary Public, in and for said County and State, this 10 day of July, 1985.

DAVID M. NEWELL

My commission expires:

4-20-86

version 1: 5/1/85

ITEMIZED PROPOSAL CONTRACTOR: DAILEY ASPHALT PRODUCTS CO., INC.

PROJ BEACON ST.-LAKE AVE. TO STATE BLVD. (ASPHALT) RES. NO: 6019-85

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1	Common Excavation	3294	cy	6.00	19764.00
2	Asphalt Base 550 lb. per sy #5D	1850	ton	25.90	47915.00
3	Asphalt Binder 220 lb. per sy #9	750	ton	26.00	19500.00
4	Asphatl Surface 110 lb. per sy	400	ton	29.00	11,600.00
5	Concrete Curb Type I-B	5200	lf	7.50	39,000.00
6	Compacted Aggregate Type "O" #53	300	ton	7.50	2250.00
7	Concrete Sidewalk	9650	sf	1.75	16887.50
8	Concrete Wingwalk (includes ramps)	350	sf	1.95	682.50
9	Concrete Driveways Private 6"	200	sy	19.00	3800.00
10	R.C.P. Class IV 12"	1140	lf	16.90	19266.00
11	R.C.P. Class IV 24"	1320	lf	31.00	40920.00
12	Inlets Type I-D	7	ea	600.00	4200.00
13	Inlets Type III-D	3	ea	800.00	2400.00
14	Manholes Type I-A	3	ea	1500.00	4500.00
15	Special Backfill & Special Backfill #73 Stone	3100	cy	13.25	41075.00
16	Castings Adjusted to Grade	6	ea	80.00	480.00
17	Bulkheads	6	ea	75.00	450.00
18	Removal of Structures	3	ea	125.00	375.00
19	Fine Grade, Seed & Mulch	3950	sy	0.40	1580.00

TOTAL: $ 276,445.00

Sheet 1 of 1

Note: Contractor will be paid on measured quantities only at unit price bid bid.

TO BE EXECUTED BY BIDDER AND SURETY COMPANY BEFORE DEPOSITING BID:

BIDDER'S BOND

Know All Men by These Presents:

That WE, Dailey Asphalt Products Co., Inc. as principal

and Transamerica Insurance Company

and _____ as sureties,

are held and firmly bound unto the City of Fort Wayne, Indiana, in the sum of five percent of the Maximum Price bid DOLLARS ($ 5 %), to be paid to the said City of Fort Wayne, Indiana, or its successors or assigns, for the payment of which, well and truly made, we hereby bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

Signed and sealed at Fort Wayne, Indiana, this 10 day of July, 19 85.

The condition of this obligation is such that if the accompanying bid or proposal of Dailey Asphalt Products Co., Inc.- Resolution 6019-85, Beacon Street Reconstruction (27' street curb to curb, sidewalk improvements, etc.) made this day to the City of Fort Wayne, State of Indiana, is accepted, and the contract awarded to the above bidder, and the bidder shall, within ten (10) days after such award is made, enter into a contract with the City of Fort Wayne, State of Indiana, for the work bid upon, and give bond as required; then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

SIGNED at Fort Wayne, Indiana

this 10 day of July, 19 85.

Dailey Asphalt Products Co., Inc.

By: _____
Principal / President

Transamerica Insurance Company

*By: _____
Surety Attorney in fact

*If signed by an agent appropriate power of attorney shall be attached

YASTE, ZENT & RYE AGENCY, INC.
201 W. Wayne St.
P. O. Box 1367
Fort Wayne, Indiana 46801

Contract No. 6019-85

Transamerica
Insurance Services

Transamerica Insurance Company
A Stock Company / Home Office: Los Angeles, California

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS:

That **TRANSAMERICA INSURANCE COMPANY**, a corporation of the State of California, does hereby make, constitute and appoint - - - Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski, or Joanne Mignerey, each individually of Ft. Wayne, Indiana - - -

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf on the Company as surety, to execute and deliver and affix the seal of the Company thereto, if a seal is required, bonds, undertakings, recognizances or other written obligations in the nature thereof, as follows: - - - Any and all bonds and undertakings not exceeding in amount FIVE HUNDRED THOUSAND DOLLARS ($500,000.00) in any single instance, for or on behalf of this Company, in its business and in accordance with its charter, - - -

and to bind **TRANSAMERICA INSURANCE COMPANY** thereby, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This appointment is made under and by authority of the following by-laws of the Company which by-laws are now in full force and effect.

ARTICLE VII

SECTION 30. All policies, bonds, undertakings, certificates of insurance, cover notes, recognizances, contracts of indemnity, endorsements, stipulations, waivers, consents of sureties, re-insurance acceptances or agreements, surety and co-surety obligations and agreements, underwriting undertakings, and all other instruments pertaining to the insurance business of the Corporation, shall be validly executed when signed on behalf of the Corporation by the President, any Vice President or by any other officer, employee, agent or Attorney-in-Fact authorized to so sign by (i) the Board of Directors, (ii) the President, (iii) and Vice President, or (iv) any other person empowered by the Board of Directors, the President or any Vice President to give such authorization; provided that all policies of insurance shall also bear the signature of a Secretary, which may be a facsimile, and unless manually signed by the President or a Vice President, a facsimile signature of the President. A facsimile signature of a former officer shall be of the same validity as that of an existing officer.

The affixing of the corporate seal shall not be necessary to the valid execution of any instrument, but any person authorized to execute or attest such instrument may affix the Corporation's seal thereto.

This Power of Attorney is signed and sealed by a facsimile under and by the authority of the following resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of October 1963.

> "Resolved, That the signature of any officer authorized by the By-laws and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **TRANSAMERICA INSURANCE COMPANY** has caused these presents to be signed by its proper officer and its corporate seal to hereunto affixed this 12th day of April ,1985.

By J.H. Tanner

J.H. Tanner, Vice President

State of California)
County of) ss

On this 12th day of April , 1985 , before me LaVerne Wolff, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared J.H. Tanner personally known to me (or proved to me on the basis of satisfactory evidence) to be a Vice President of **TRANSAMERICA INSURANCE COMPANY** the corporation whose name is affixed to the foregoing instrument; and duly acknowledged to me that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

LaVerne Wolff

LaVerne Wolff, Notary Public
in and for the County of Los Angeles, California

OFFICIAL SEAL
LaVERNE WOLFF
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires June 27, 1986

1719 C

(Continued)

2-84

I, W.G. Freeman, Assistant Vice President of Transamerica Insurance Company, do hereby certify that the Power of Attorney herein before set forth is a true and exact copy and is still in force, and further certify that Section 30 of Article VII of the By-Laws of the Company and the Resolution of the Board of Directors, set forth in said Power of Attorney are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said Company this 10th day of July, 19 85.

W G Freeman

W.G. Freeman, Assistant Vice President

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

Dailey Asphalt Products Company, Inc.
(Name of Contractor)

1122 Thomas Road, Fort Wayne, Indiana 46804
(Address of Contractor)

a Corporation hereinafter called
(Corporation, Partnership, or Individual)

Principal, and Transamerica Insurance Company
(Name of Surety)

Los Angeles, California
(Address of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the penal sum of two hundred seventy six thousand, four hundred forty five & 00/100-- dollars ($ 276,445.00-------) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present.

The condition of the foregoing obligation is such that:

WHEREAS, the Principal entered into certain contract with the City, dated the 31st ~~24th~~ day of July, 1985, for construction of:

Resolution 6019-85, Beacon Street Reconstruction

(27' street curb to curb, sidewalk improvements, etc.)

all according to the "General and Detailed Specifications" as supplemented, and "Special Conditions" which together will be referred to as the Standard Specifications; and according to Fort Wayne Street Engineering Department Drawing No. _____ Sheet No. _____. The Indiana State Highway Standard Specifications dated 1985 shall govern where the above specifications do not cover a specific term, and

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the three years guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in 3 (number) counterparts, each one of which shall be deemed an original, this 24th day of July, 1985.

ATTEST:

(Principal) Secretary

[SEAL]

(Witness as to Principal)

(Address)

DAILEY ASPHALT PRODUCTS COMPANY, INC.
(Principal)

BY: [S]

1122 Thomas Road
(Address)
Fort Wayne, Indiana 46804

TRANSAMERICA INSURANCE COMPANY
Surety

ATTEST:

(Surety) Secretary

[SEAL] Yaste, Zent & Rye Agency, Inc.

Witness as to Surety

102 West Wayne Street
(Address)
Fort Wayne, Indiana 46801

By
Attorney-in-Fact

102 West Wayne Street
(Address)
Fort Wayne, Indiana 46801

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Dailey Asphalt Products Company, Inc.
(Name of Contractor)

1122 Thomas Road, Fort Wayne, Indiana 46804
(Address of Contractor)

a Corporation, hereinafter called Principal,
(Corporation, Partnership or Individual)

and Transamerica Insurance Company
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, and Indiana Municipal Corporation in the penal sum of Two hundred seventy six thousand, four hundred forty five & 00/100----- (Dollars ($ 276,445.00-------) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the ~~24th~~ 31st day of July 19 85 , for the construction of:

Resolution 6019-85, Beacon Street Reconstruction

(27' street curb to curb, sidewalk improvements, etc.)

all according to the "General and Detailed Specifications" as supplemented, and "Special Conditions" which together will be referred to as the Standard Specifications; and according to Fort Wayne Street Engineering Department Drawing No. _____ Sheet No. _____. The Indiana State Highway Standard Specifications dated 1985 shall govern where the above specifications do not cover a specific term.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed 3 (number) counterparts, each one of which shall be deemed an original, this 24th day of July, 19 85.

ATTEST:

Secretary

(Principal) Secretary

(SEAL)

DAILEY ASPHALT PRODUCTS COMPANY, INC.
Principal

By R W Dailey (S)

1122 Thomas Road, Fort Wayne, IN 46804
(Address)

Witness as to Principal

1122 Thomas Rd

(Address)

Ft Wayne IN 46804

TRANSAMERICA INSURANCE COMPANY
Surety

ATTEST:

By
Attorney-in-Fact

(Surety) Secretary

(SEAL) Yaste, Zent & Rye Agency, Inc.

Witness as to Surety

201 W. Wayne Street

(Address)

Fort Wayne, Indiana 46801

201 W. Wayne Street

(Address)

Fort Wayne, Indiana 46801

NOTE: Date of Bond must not be prior to Date of Contract.
If Contractor is Partnership, all partners should execute bond.

Transamerica
Insurance Services

Transamerica Insurance Company
A Stock Company / Home Office: Los Angeles, California

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS:

That **TRANSAMERICA INSURANCE COMPANY**, a corporation of the State of California, does hereby make, constitute and appoint - - - Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski, or Joanne Mignerey, each individually of Ft. Wayne, Indiana - - -

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf on the Company as surety, to execute and deliver and affix the seal of the Company thereto, if a seal is required, bonds, undertakings, recognizances or other written obligations in the nature thereof, as follows: - - - Any and all bonds and undertakings not exceeding in amount FIVE HUNDRED THOUSAND DOLLARS ($500,000.00) in any single instance, for or on behalf of this Company, in its business and in accordance with its charter, - - -

and to bind **TRANSAMERICA INSURANCE COMPANY** thereby, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This appointment is made under and by authority of the following by-laws of the Company which by-laws are now in full force and effect.

ARTICLE VII

SECTION 30. All policies, bonds, undertakings, certificates of insurance, cover notes, recognizances, contracts of indemnity, endorsements, stipulations, waivers, consents of sureties, re-insurance acceptances or agreements, surety and co-surety obligations and agreements, underwriting undertakings, and all other instruments pertaining to the insurance business of the Corporation, shall be validly executed when signed on behalf of the Corporation by the President, any Vice President or by any other officer, employee, agent or Attorney-in-Fact authorized to so sign by (i) the Board of Directors, (ii) the President, (iii) and Vice President, or (iv) any other person empowered by the Board of Directors, the President or any Vice President to give such authorization; provided that all policies of insurance shall also bear the signature of a Secretary, which may be a facsimile, and unless manually signed by the President or a Vice President, a facsimile signature of the President. A facsimile signature of a former officer shall be of the same validity as that of an existing officer.

The affixing of the corporate seal shall not be necessary to the valid execution of any instrument, but any person authorized to execute or attest such instrument may affix the Corporation's seal thereto.

This Power of Attorney is signed and sealed by a facsimile under and by the authority of the following resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of October 1963.

"Resolved, That the signature of any officer authorized by the By-laws and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **TRANSAMERICA INSURANCE COMPANY** has caused these presents to be signed by its proper officer and its corporate seal to hereunto affixed this 12th day of April ,1985.

By J.H. Tanner

J.H. Tanner, Vice President

State of California)
County of) ss

On this 12th day of April , 1985 , before me LaVerne Wolff, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared J.H. Tanner personally known to me (or proved to me on the basis of satisfactory evidence) to be a Vice President of **TRANSAMERICA INSURANCE COMPANY** the corporation whose name is affixed to the foregoing instrument; and duly acknowledged to me that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

LaVerne Wolff

LaVerne Wolff, Notary Public
in and for the County of Los Angeles, California

OFFICIAL SEAL
LaVERNE WOLFF
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires June 27, 1986

1719 C

(Continued)

2-84

I, W.G. Freeman, Assistant Vice President of Transamerica Insurance Company, do hereby certify that the Power of Attorney herein before set forth is a true and exact copy and is still in force, and further certify that Section 30 of Article VII of the By-Laws of the Company and the Resolution of the Board of Directors, set forth in said Power of Attorney are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said Company this 24th day of July , 19 85 .

W.G. Freeman, Assistant Vice President

1094 Admin. Appr.

TITLE OF ORDINANCE Contract for Res. 6019-85, Beacon Street Improvement

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety D-85-08-18

SYNOPSIS OF ORDINANCE Contract for Res. 6019-85, Beacon Street Improvement is to improve Beacon Street from Lake Avenue to State Boulevard as follows:

a) 27 ft. back to back pavement

b) Storm drainage

c) Driveway approaches

d) Partial sidewalk improvement

Note: Sidewalk Improvement locations as follows

Beacon Street - East side - from Forest Avenue to Lake Avenue

Dailey Asphalt Products Co., Inc. is the contractor.

PRIOR APPROVAL RECEIVED ON 7/16/85

EFFECT OF PASSAGE Improvement of above area

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $276,445.00

ASSIGNED TO COMMITTEE

BILL NO. S-85-08-18

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving Contract for Res. #6019-85, Beacon Street Improvement, by the City of Fort Wayne by and through its Board of Public Works and Safety and Dailey Asphalt Products Co., Inc.

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION AND REC

LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) ~~(RESOLUTION)~~

YES		NO
Samuel J. Talarico	SAMUEL J. TALARICO CHAIRMAN	
Charles B. Redd	CHARLES B. REDD VICE CHAIRMAN	
Paul M. Burns	PAUL M. BURNS	
Don J. Schmidt	DONALD J. SCHMIDT	
	THOMAS C. HENRY	

CONCURRED IN 8-27-85

SANDRA E. KENNEDY
CITY CLERK